

UNITED STATE DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

VERNA REYNOLDS,

Plaintiff

vs

ALLSTATE FIRE & CASUALTY
INSURANCE COMPANY,

Defendant.

Case No.: 2:24-cv-01094-JCC

**PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR DAMAGES**

JURY DEMAND

Verna Reynolds, by and through her attorney of record, Ms. Melissa D. Carter, J.D. of Adler Giersch PS, for cause of action for personal injuries against Allstate Fire & Casualty Insurance Company complains and alleges as follows:

I. PLAINTIFF

1.1 Verna Reynolds is a resident of Seattle, King County, Washington.

II. DEFENDANT

2.1 At all times material hereto, Defendant Allstate Fire & Casualty Insurance Company ("Allstate") is a foreign or alien corporation, conducting business in the state of Washington with its principal place of business at 3075 Sanders Road, Suite H2D, Northbrook, IL 60062-3075.

2.2 The registered agent for Defendant is located at the Office of the Insurance Commissioner, Service of Process, PO Box 40257, Olympia, WA 98504-0257; and 5000 Capitol Blvd, Tumwater, WA 98501.

III. VENUE

IV. FACTS

4.2 On or about October 2, 2018, Plaintiff Verna Reynolds was stopped in her car traveling eastbound at the intersection of 125th Street and Aurora Avenue in Seattle, Washington. Underinsured motorist Byeon Woo Seok was traveling, also eastbound, directly behind Plaintiff Reynolds. Mr. Woo Seok failed to pay appropriate attention to the traffic conditions and forcefully struck the rear of the Reynolds vehicle, causing damage.

4.4 At the time of the October 2, 2018 collision, Plaintiff was insured by Defendant Allstate under automobile insurance policy number 976671747 (hereinafter “the Auto Policy”). The Auto Policy was in effect on October 2, 2018 and provided Underinsured Motorist coverage.

1 of the Rules of the Road contained at RCW 46.61 et seq., in that he failed to keep a safe and
2 proper distance between his vehicle and Plaintiff's vehicle; he failed to keep a proper lookout;
3 he was traveling too fast and did not have due regard for traffic upon the roadway at that point in
4 time; he struck the vehicle which Plaintiff Verna Reynolds occupied; and drove a vehicle upon
5 a public street in such a manner so as to endanger or be likely to endanger another person or
6 property thereby proximately causing this collision to occur.

7 4.6 On March 30, 2020, the liability carrier for the underinsured motorist Woo Seok
8 offered the full liability policy limits to resolve Plaintiff's damages claim with Woo Seok.
9 Allstate agreed to allow Plaintiff to accept the policy limits offer and waived its right to buy out
10 the claim.

11 4.7 The policy limits settlement with Woo Seok's liability insurer did not make the
12 Plaintiff whole.

13 4.8 Defendant Allstate is responsible to Plaintiff for all damages proximately caused
14 by the collision and which exceed the liability policy of Woo Seok's policy.

15 4.9 Based on the facets herein above, Plaintiff was not comparatively at fault for this
16 collision or for her injuries and damages resulting therefrom, and is thus without fault or 0% at
17 fault as that term is defined in RCW 4.22.015.

18 4.10 Plaintiff has demanded the Underinsured Motorist policy limits to resolve her
19 Underinsured Motorist claim with Allstate.

20 4.11 Allstate responded to Plaintiff's demand with an offer of \$0.00, zero dollars, to
21 resolve Ms. Reynolds' Underinsured Motorist claim. Allstate's refusal to offer anything to
22 resolve Plaintiff's claim does not cover Ms. Reynolds' related medical expenses, future medical
23 expenses, or her significant pain and suffering directly caused by the subject motor vehicle

1 collision.

2 4.12 Allstate's position has forced Verna Reynolds, Allstate's own insured, to incur
3 fees and costs in filing a lawsuit against her own insurance company to determine the fair and
4 reasonable value of the Underinsured Motorist claim.

5 V. CAUSES OF ACTION

6 5.1 Plaintiff re-asserts and re-alleges paragraph 1.1 through 4.12 set forth above,
7 herein.

8 5.2 Defendant's actions constitute a breach of Policy, per the express and implied
9 terms of the contract with the Plaintiff.

10 5.3 As a proximate result of Defendant's breaches, the Plaintiff has suffered injuries
11 and damages as a result of Defendant's breach of contract.

12 5.4 Defendant's actions are also negligent and in violation of its duty to exercise
13 reasonable care, good faith and fair dealings towards its insureds, including a violation of the
14 Insurance Fair Conduct Act, RCW 48.30.010, et seq. Among other acts, Defendant negligently
15 failed to effectuate a prompt, fair and equitable settlement of Plaintiff's Underinsured Motorist
16 claims according to the terms of the Policy, and forced its insured to submit this matter to
17 litigation to recover amounts due under the Policy.

18 5.5 Plaintiff has suffered injuries and damages as a result of Defendant's negligence.

19 VI. UNIFORM HEALTH CARE INFORMATION ACT

20 6.1 Pursuant to RCW 5.60.060(4) and the provisions of the Uniform Health Care
21 Information Act, RCW 42.17 and RCW Chapter 70, the Plaintiff waives the physician/patient
22 privilege 90 days from the date this complaint was filed, to the extent necessary to place any and
23 all alleged damages at issue at the time of trial, and as might be required by any act or statute or

1 case law interpreting the same in the State of Washington. In doing so, Plaintiff does not waive
2 her right to seek a protective order or otherwise oppose objectionable medical discovery.

3 Plaintiff's waiver is further conditioned and limited as follows:

4 a. The Plaintiff does not waive her constitutional right of privacy;

5 b. The Plaintiff does not authorize the Defendant or Defendant's representative to
6 contact her health care providers without notice to counsel, after which they may only be
7 contacted in a manner which complies with the Uniform Health Care Information Act and HIPAA,
8 in proceedings further authorized by the Rules of Civil Procedure subject to any provisions which
9 may be established by this court.

10 VII. PRAYERS FOR RELIEF

11 Wherefore, Plaintiff Verna Reynolds requests judgment against Defendant as follows:

12 7.1 For general damages already incurred and future general damages, in an amount
13 now unknown, which will be proved at the time of trial;

14 7.2 For medical and other treatment expenses incurred and for future medical
15 expenses and other treatment expenses and other costs, in an amount now unknown, which will
16 be proved at the time of trial;

17 7.3 For loss of earnings and/or earning capacity;

18 7.4 For damage to, loss of, or loss of use of Plaintiff's personal property;

19 7.5 For additional travel expenses;

20 7.6 For reasonable attorneys fees and costs incurred herein;

21 7.7 For prejudgment interest;

1 7.8 For such other and further relief as this Court may deem just and equitable in this
2 cause.

3 DATED this 30th day of September, 2024.

4 ADLER GIER SCH PS

5 

6 Melissa D. Carter, WSBA #36400

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